
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Agreement: CC-3191-08/JVP - Cross Seminole Trail South II

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Award CC-3191-08/JVP - Cross Seminole Trail South II in the amount of \$815,365.31 to Cathcart Contracting Company of Winter Springs, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

County-wide

Ray Hooper

BACKGROUND:

CC-3191-08/JVP - Cross Seminole Trail South II will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

The project was publicly advertised and the County received eight (8) bids. The Review Committee consisting of David Martin, Project Engineer; Skip Groenveld, Project Manager III; and Mark Lichtenheld, Engineering Technician, all of Public Works reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Cathcart Contracting Company of Winter Springs, Florida, in the amount of \$815,365.31. The completion time for this project is two hundred seventy days (270) to substantial plus 30 days to final, for a total agreement time of three hundred (300) days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Trail Development-Construction in progress (077533.560650, CIP#00187713).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-3191-08/JVP - Cross Seminole Trail South II in the amount of \$815,365.31 to Cathcart Contracting Company of Winter Springs, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to construct approximately 1.8 miles of 14-foot wide trail within FDOT SR 426 Road Right-of-Way from Mikler Road to Red Bug Lake Road with emphasis on highly aesthetic, quality finished products.

ATTACHMENTS:

1. CC-3191-08-JVP-Award Agreement to Cathcart Contracting Co.
2. CC-3191-08_JVP Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT (CC-3191-08/JVP)
CROSS SEMINOLE TRAIL SOUTH II**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **CATHCART CONTRACTING CO.**, duly authorized to conduct business in the State of Florida, whose address is 1056 Willa Springs Drive, Winter Springs, Florida 32807, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the solicitation package and all addenda thereto. The Work is generally described as Cross Seminole Trail South II.

The Project for which the Work under the Contract Documents is a part is generally described as Cross Seminole Trail South II.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean the Seminole County Engineer.

(b) "CEI" is the Seminole County Engineer.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred seventy (270) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation  of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is EIGHT HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY-FIVE AND 31/100 DOLLARS (\$815,365.31) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to

Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions,

COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from  the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's

discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of

the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.



(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Jason Scarbrough, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved  by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public

purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.



(1) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of

the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit A;
- (3) Trench Safety Act, attached hereto as Exhibit B; and
- (4) American with Disabilities Act Affidavit, attached

hereto as Exhibit C;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Performance Bond;
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract

Documents;

- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;

- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;

- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.



(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not

limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.

SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically,

but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically  agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Engineer
Public Works Department
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

Cathcart Contracting Co.
1056 Willa Springs Drive
Winter Springs, FL 32708

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to  ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work  Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

CATHCART CONTRACTING CO.

, Secretary

By: _____
MATT T. BLANTON, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.



County Attorney
AEC/lpk
4/29/08

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Attachments:

- Exhibit A - Bid Form
- Exhibit B - Trench Safety Act
- Exhibit C - American with Disabilities Act Affidavit
- Exhibit D - Local Agency Federal Aid Certification

EXHIBIT A

BID FORM SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: CROSS SEMINOLE TRAIL SOUTH II
COUNTY CONTRACT NO. CC-3191-08/JVP

Name of Bidder: Cathcart Contracting Company

Mailing Address: 1056 Willa Springs Dr

Street Address: Same

City/State/Zip: Winter Springs Fl 32708

Phone Number: (407) 429-2900 x21

Fax Number: (407) 677-4212

Contractor License Number: CGC 051005 | CU1057230

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

BID FORM

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents from the COUNTY directly or via the website (www.seminolecountvfl.gov/purchasing).

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: 815 365.31 Numbers

eight hundred fifteen thousand three hundred sixty five dollars and thirty one cents
(IN WORDS)

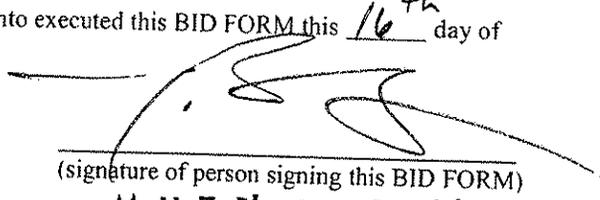
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-Free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16th day of April, 2008.

Cathcart Contracting Company
(Name of BIDDER)



(signature of person signing this BID FORM)
Matt T. Blanton, President
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

CC- 3191-08/JVP
 REVISED-BASE BID - SCHEDULE OF PRICES
 CROSS SEMINOLE TRAIL SOUTH PHASE II

NOTE: ALL UNITS ARE ENGLISH

PROJECT LENGTH: 1.85 MILES

REF. NO	FDOT ITEM No.	DESCRIPTION	QTY.	UNIT	UNIT COST	AMOUNT
1	101-1	MOBILIZATION				
2	102-1	MAINTENANCE OF TRAFFIC	1	LS	38000	38000
3	104-11	FLOATING TURBIDITY BARRIER	1	LS	34000	34000
4	104-13-1	STAKED SILT FENCE (TYPE III)	50	LF	7	350
5	110-1-1	CLEARING AND GRUBBING	17,400	LF	.64	11136
6	110-4	CONCRETE REMOVAL (SIDEWALK, DRIVEWAYS, & CURB)	5.0	AC	5130	25650
7	120-1	REGULAR EXCAVATION	564	SY	17	9588
8	120-6	EMBANKMENT	500	CY	6	3000
9	160-4	STABILIZATION, TYBE "B" (8")	5,500	CY	13	71500
10	285-704	BASE, OPTIONAL GROUP 4	13,700	SY	1.50	20,550
11	400-1-2	CONCRETE CLASS I (END WALLS)	12,428	SY	6.50	80,782
12	400-1-11	CONCRETE CLASS I (RETAINING WALLS)	4.50	CY	1100	4950
13	400-1-15	CONCRETE CLASS I (MISCELLANEOUS)(6")	134	CY	602	80668
14	425-2-61	MANHOLE (P-8) (<10')	37.6	CY	104	3910.40
15	430-171-2125	PIPE CULVERT (OPT MAT'L)ROUND(18"CD)	2	EA	3100	6200
16	430-171-2129	PIPE CULVERT (OPT MAT'L)ROUND(24"CD)	127	LF	66	8382
17	430-98-2125	MITERED END SECTION (OPTIONAL ROUND)(18")	52	LF	107	5564
18	515-1-2	PIPE GUIDERAIL (ALUMINUM)(54" TRIPLE RAIL)(GREEN)	4	EA	595	2380
19	515-2-302	PIPE HANDRAIL (ALUMINUM)(54" PICKET RAILING)(GREEN)	162	LF	51	8262
20	520-1-10	CURB & GUTTER CONCRETE (TYPE F)	498	LF	68	33864
21	520-2-4	CURB & GUTTER CONCRETE (TYPE D)	925	LF	13	12025
22	522-4	CONCRETE SIDEWALK (6" THICK, FIBERMESH REINFORCED)	1,500	LF	13	19500
23	550-10-222	FENCING (TYPE B)(5.1-6.0, W/VINYL COAT - GREEN)	2,300	SY	39	89700
24	575-1-3	SODDING (ARGENTIA BAHIA)	100	LF	18	1800
25	1080-14	UTILITY FIXTURES, RELOCATE (WATER SERVICE METERS)	24,650	SY	1.56	38454
		NON-FDOT ITEMS	5	EA	384	1920
26	331-2	1-1/4" S-III ASPHALTIC CONCRETE				
27	331-2	2-1/4" S-III ASPHALTIC CONCRETE (ENTRANCE DRIVE RECONSTRUCTION)	750	TN	101	75750
28	9999	TRASH CAN RECEPTACLES	51	TN	107	5457
		TRAIL SUB-TOTAL	3	EA	805	2415
		SIGNING & MARKING				= 695 757.40
30	700-40-01	SIGN, SINGLE POST (< 12 SQ FT)	38	AS	302	11476
31	700-46-21	SIGN, EXISTING (RELOCATE)(SINGLE POST)	14	AS	118	1652
32	710-6	DIRECTIONAL ARROWS PAINTED	36	EA	27	972
33	710-25-241	SOLID TRAFFIC STRIPE (WHITE) (24")	126	LF	2	252
34	710-26-41	SOLID TRAFFIC STRIPE (YELLOW (4"))	4,413	LF	.32	1412.16
35	710-26-181	SOLID TRAFFIC STRIPE (YELLOW) (18")	128	LF	1.5	192
36	711-3	PAVEMENT MESSAGES (THERMOPLASTIC)	6	EA	109	648
37	711-11-123	TRAFFIC STRIPE SOLID, THERMOPLASTIC (WHITE)(12")	1,000	LF	2	2000
38	711-11-125	TRAFFIC STRIPE SOLID, THERMOPLASTIC (WHITE)(24")	123	LF	3.25	399.75
39	711-17	THERMOPLASTIC, REMOVE	417	SF	2	834
		NON-FDOT ITEMS				
40	700-40-01	SIGN, SINGLE POST (< 12 SQ FT)(TRAIL SIGNS 4"X4" POST)	60	AS	525.15	31509
41		DISTANCE MARKERS (6"X6" POST)(MILE MARKERS)	4	EA	432	1728
		SIGNING & MARKING SUB-TOTAL				= 53074.91

SIGNALIZATION						
42	630-1-12	CONDUIT (UNDERGROUND)	100	LF	10	1000
43	632-6-1	CABLE --SIGNAL , FURNISH & INSTALL	200	LF	4	800
44	635-1-11	PULL & JUNCTION BOXES (F&I) (PULL BOX)	3	EA	304	912
45	653-191	SGNL PED (F&I) LED-COUNT DWN (1 DIRECTION)	6	AS	817	4902
46	659-107	SGNL HEAD AUXILIARIES, F&I, ALUMINUM PED	4	EA	885	3540
47	665-11	DET PED, (F&I) (DET STA POLE OR-CAB MTD)	4	EA	151	604
SIGNALIZATION SUB-TOTAL						= 11754
HARDSCAPE						
48	3301	CONCRETE 4"	1,652	SY	25	41300
49	2870-1	BENCHES	7	EA	1925	13475
HARDSCAPE SUB-TOTAL						= 54775
GRAND TOTAL						= 815365.31

EXHIBIT C

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Cathcart Contracting Company

Signature:

[Handwritten Signature]

Printed Name:

Matt T. Blanton, President

Title:

President

Date:

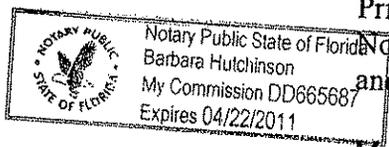
4/16/08

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 16 day of April, 2008 by Matt T. Blanton of Cathcart Contracting Co. Firm, on behalf of the firm. He/She is personally known to me or has produced identification.

Barbara Hutchinson
Print Name Barbara Hutchinson
Notary Public in and for the County
and State Aforementioned



My commission expires: 4-22-2011

EXHIBIT D

LOCAL AGENCY PROGRAM/FEDERAL-AID CERTIFICATION

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the Bidder has fully informed the CITY in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
 - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
 - d. has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.
10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the CITY.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that no Federally appropriated funds have been paid, or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any Federal agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

Contracting Company

Company Name

Authorized Signature

Matt T. Blanton, President

Printed Name

4/14/08

Date

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: CC-3191-08/JVP
PROJECT TITLE: Cross Seminole Trail South II
BID OPENING DATE: April 16, 2008 at 2:00 P.M.
 Eastern

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Cathcart Contracting Company 1056 Willa Springs Dr Winter Springs, FL 32708 John T. Cathcart, CEO 407-629-2900 ex. 21 (Phone) 407-677-4212 (Fax)	Central Florida Environmental Corp 910 Belle Ave., Ste 1040 Winter Springs, FL 32708 David Stalow 407-834-6115 (Phone) 407-834-6391 (Fax)	A&M SI Construction Co. 1717 S Rio Grande Ave Orlando, FL 32805 Mike Rahmankhah 407-872-7000-(Phone) 407-872-7222-(Fax)	Southern Site Works, Inc 4639 Bough Road Zephyrhills, FL 33541 David Reamer 813-788-6087 (Phone) 813-788-6156 (Fax)
TOTAL AMOUNT OF BID	\$815,365.31	\$816,823.54	\$841,692.45	\$928,820.15
Acknowledge addenda 1	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified or Sub	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	American Persian Engineers and Construction 4436 Old Winter Garden Rd Orlando, FL 32811 Majid Fouladi, President 407-522-0530 (Phone) 407-532-8332 (Fax)	AJC Construction 8046A Presidents Drive Orlando, FL 32809 Alexander Caputo 407-855-5572-(Phone) 407-855-4922-(Fax)	CEM Enterprises Inc 1757 Benbow Ct Apopka, FL 32703 Charles Meeks 407-884-9148 (Phone) 407-884-2972 (Fax)	Eden Site Development 115 W. Pine Avenue Longwood, FL 32750 407-265-1113 (Phone) 407-265-1118 (Fax)
TOTAL AMOUNT OF BID	\$959,458.00	\$996,756.50	\$1,062,491.25	\$1,201,130.14
Acknowledge addenda 1	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
FDOT Pre-qualified	Yes	Yes	Yes	No

Bid Opening: April 16, 2008 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Tabulated by Jacqui Perry, Senior Procurement Analyst

(Posted by Jacqui Perry on April 17, 2008 at 12:10 p.m.. Eastern)

Recommendation of Award: **Cathcart Contracting Company**

(Updated by Vagillia Taylor on April 22, 2008 at 11:35 a.m. Eastern)

BCC Agenda Date: **May 20, 2008**

(Updated by Vagillia Taylor on April 22, 2008 at 11:35 a.m. Eastern)